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FILED  
CLERK OF THE SUPERIOR COURT  
BY GREEN CLERK SUMMERS, JUDY  
DATE 07/14/06 TIME 04:45 PM  
RECORDED BY 1000  
INDEXED BY 1000  
CASE NO. 2006-006979  
COURT FEE \$0.00  
TOTAL FEE \$0.00  
RECEIVED 07/14/06

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

MARK BONJEAN,

Plaintiff,

v.

COUNTRYWIDE HOME LOANS, INC.,

Defendant.

No.

CV2006-006979

COMPLAINT

COMES NOW Plaintiff Mark Bonjean, by and through counsel undersigned, and alleges and avers as follows:

1. At all times relevant Plaintiff Mark Bonjean was and is a resident of Maricopa County. Plaintiff is a male.
2. Defendant Countrywide Home Loans, Inc. is a corporation doing business in Maricopa County, Arizona. At all times it was the employer of Plaintiff.
3. Any and all acts occurred in Maricopa County, Arizona.
4. Plaintiff Mark Bonjean was hired by Defendant on April 1, 2003 as an Operations Unit Manager.
5. At all times Plaintiff's job performance was good.
6. On August 11, 2005 Defendant recognized Plaintiff as the most influential Operations Leader.
7. During Plaintiff's employment he observed inappropriate behavior by staff. He believed many of the incidents were fraudulent.

8. On April 6, 2006, Plaintiff sent an email to Ms. Lisa Farrar, Divisional Vice President, setting forth his belief that Defendant had violated, was violating, and would continue to violate the Arizona statutes. Plaintiff set forth allegations that there were violations of A.R.S. § 13-2201 (Business and Commercial Fraud) and A.R.S. § 13-2301 (Organized Crime and Fraud).

9. Within two hours of sending the email reporting the alleged violations of Arizona statutes, Plaintiff was placed on administrative leave.

10. On April 7, 2006, Plaintiff was terminated.

**COUNT ONE**

**Arizona Employment Protection Act, A.R.S. § 23-1501**

11. Plaintiff realleges and reaffirms each and every allegation contained herein.

12. Plaintiff Mark Bonjean was an employee pursuant to A.R.S. § 23-1501.

13. Defendant is an employer pursuant to A.R.S. § 23-1501.

14. Defendant terminated Plaintiff in violation of A.R.S. § 23-1501(3)(c)(ii).

15. As a direct result, Plaintiff Mark Bonjean has been damaged in an amount to be proven at trial.

**COUNT TWO**

## FAMILY MEDICAL LEAVE ACT

16. Plaintiff realleges and reaffirms each and every allegation contained herein.

17. Defendant is and was an employer who employed 50 or more employees within a 75 mile radius every work day for 20 work weeks in the current and preceding year.

18. Defendant is and was an employer pursuant to the Family Medical Leave Act.

19. Plaintiff is an employee who had been employed for at least 12 months and had worked 1,250 hours within the previous 12 months for Defendant.

20. Plaintiff is an employee pursuant to the Family Medical Leave Act. During Plaintiff's employment, he needed to take leave for the birth of one daughter and the adoption of another daughter.

1           21.     Plaintiff was entitled to take leave in accordance with the Family Medical Leave Act.

2           22.     Defendant refused to provide Plaintiff leave in accordance with the Family Medical  
3 Leave Act.

4           23.     Defendant retaliated against Plaintiff because of his leave in violation of the Family  
5 Medical Leave Act.

6           24.     Defendant violated the Family Medical Leave Act by terminating Plaintiff for  
7 exercising his rights under the Family Medical Leave Act and for refusing to provide Plaintiff  
8 additional medical leave and by terminating Plaintiff.

9           25.     Plaintiff Mark Bonjean demands a jury trial.

10           WHEREFORE, Plaintiff Mark Bonjean prays for judgment as follows:

- 11           1.     For lost wages, lost fringe benefits, future loss of wages, future loss of fringe benefits;  
12           2.     For lost wages and benefits while on FMLA leave;  
13           3.     Prejudgment and post-judgment interest;  
14           4.     For compensatory damages in the amount of \$300,000;  
15           5.     For medical bills;  
16           6.     For attorney fees and costs;  
17           7.     For punitive damages; and  
18           8.     For any other amount the court deems just and proper.

19           Dated this 5<sup>th</sup> day of May 2006.

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Rosemary Cook  
Attorney for Plaintiff